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Hon. Timothy W. Dore
Chapter 7

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

In re:

MAJID ABDULHAMEED

Debtor.

ANNA TARASIUK,

Plaintiff,

v.

MAJID ABDULHAMEED,

Defendant.

CHAPTER 7

Case No. 18-13841-TWD

Adv. Pro. No.

COMPLAINT TO DETERMINE
DISCHARGEABILITY OF DEBT PURSUANT
TO 11 U.S.C. 523(a)(2), 523(a)(4) AND 523(a)(6)

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Plaintiff Anna Tarasiuk (“Tarasiuk”) alleges as follows:

I. PARTIES

1. Plaintiff Anna Tarasiuk (also known as Ganna Tarasiuk) is a resident of Bellevue, King County, Washington.
2. Defendant Majid Abdulhameed, (also known as Majid al-Hilali and Majid Alhilali), hereinafter “the Debtor,” is believed to be a resident of Federal Way, King County, Washington, based on the address on his Bankruptcy petition (dkt. no. 1).

COMPLAINT

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II. JURISDICTION

3. This Court has jurisdiction over this matter under Chapter 11 of Title 11 of the United States Code (the Bankruptcy Code) pursuant to 28 U.S.C. §§ 151, 157, and 1334.

4. This adversary proceeding is commenced pursuant to Rule 7001 et seq. of the Federal Rules of Bankruptcy Procedure and Section 523(a) of the Bankruptcy Code.

5. Venue in this Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

6. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(I).

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III. GENERAL FACTUAL BACKGROUND

7. Tarasiuk and the Debtor became romantically involved in early fall, 2016.

8. The Debtor represented to Tarasiuk that he was a trained software engineer with a degree from a German university.

9. In December 2016, the Debtor told Tarasiuk that due to workplace discrimination, he was being laid off from his job at the company PCG Consulting. He asked to move in with Tarasiuk, and she agreed to let him move in with her. Tarasiuk began to provide financial support to the Debtor.

10. After the couple began living together, Tarasiuk discovered that the Debtor's driver's license was suspended, that he was unable to obtain a checking account in his name or obtain insurance. Debtor claimed that all of these problems were the result of identity theft committed against him. Tarasiuk paid fees associated with restoring the Debtor's driver's license to good standing.

11. In February, 2017, the Debtor asked Tarasiuk for \$3,050.00 to pay for his mother's eye surgery. Tarasiuk agreed to pay for the surgery and supplied the \$3,050.00 payment. Later, Tarasiuk learned that Debtor's mother had not needed Tarasiuk to pay for her surgery. Rather, the mother had given \$3,050.00 to the Debtor, which he spent. He then turned to Tarasiuk for funds to cover his misuse of the money.

12. After the Debtor was let go from PCG Consulting, he told Tarasiuk that he needed to take

COMPLAINT

1 a training course at the cost of \$2,500.00, which Tarasiuk gave him, and would continue
2 to require her complete financial support for the duration of the training. The training
3 course was fictional.

4 13. Once the (fictional) training course was finished, the Debtor claimed to be fielding a
5 number of good job offers, including multiple jobs with PCG Consulting and Amazon.
6 The Debtor showed Tarasiuk emails and documents to prove that he was being offered
7 good jobs. These emails were fraudulent and originated with the Debtor himself. He
8 convinced Tarasiuk to continue to financially support him on the basis that he would soon
9 be well employed.

10 14. In mid-2017, the Debtor claimed to be working at PCG Consulting once again, but
11 claimed that he never got paid. He told Tarasiuk that once he received his wages at some
12 point in the future, he would repay Tarasiuk for money she was supplying to him.
13 Eventually, he claimed he had been laid off once again due to workplace discrimination.

14 15. In mid- 2017, the Debtor began to tell Tarasiuk that he would be able to repay her for her
15 loans and ongoing financial support because his family was in the process of selling real
16 estate in Baghdad, Iraq. At various times over the next year, Tarasiuk received email
17 communications ostensibly from the Bank of Baghdad, saying \$25,000.00 would be
18 transferred to Tarasiuk via bank wire any day. The plaintiff will show that the emails
19 from the Bank of Baghdad actually originated with the Debtor. Ignorant of the deception,
20 Tarasiuk believed that she would be repaid for her financial support of the Debtor.

21 16. At approximately the same time, the Debtor proposed marriage to Tarasiuk. On the
22 understanding that she would be repaid by the Debtor through his work, family, or other
23 prospects, Tarasiuk advanced \$3,000.00 toward deposits on wedding related expenses
24 (venue, photo/video, wedding planner).

25 17. On numerous occasions, the Debtor used Tarasiuk's checkbook, credit cards, and debit
26 cards without Tarasiuk's permission. These liberties caused stress in the home, and
27 forced Tarasiuk to begin hiding her cards and checks.
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COMPLAINT

- 1 18. Among the unauthorized uses of Tarasiuk's cards was a July, 2017, purchase at a Seattle
2 QFC store where \$425.95 was charged. Debtor initially denied that he had made this
3 charge, and advised Tarasiuk to file a dispute with her bank. Once the charge was proven
4 by QFC, the Debtor admitted making the charge and promised to repay Tarasiuk. He
5 never repaid her.
- 6 19. Shortly thereafter, in August, 2017, the Debtor forged a check for \$2,000.00 to himself on
7 Tarasiuk's checking account, without Tarasiuk's knowledge or permission. The check
8 was stopped by the bank, and Tarasiuk was called for an interview with the bank.
- 9 20. In December, 2017, the Debtor sent a payment to the IRS toward his own tax debt using
10 Tarasiuk's checking account, also without Tarasiuk's knowledge or permission.
- 11 21. To further demonstrate that Tarasiuk should continue to support him and lend him
12 money, the Debtor claimed that he had an interest in a house in Cologne, Germany. The
13 Debtor convinced Tarasiuk that in order to get the house finalized to his name, substantial
14 taxes and legal fees would need to be paid.
- 15 22. The Debtor told Tarasiuk that if she contributed to the cost of paying a German lawyer,
16 the Debtor would add her name to the title of the house. This would, he claimed, enable
17 Tarasiuk to get an EU residency card, which would facilitate travel to and within Europe.
18 Tarasiuk believed the Debtor.
- 19 23. The Debtor claimed to have engaged a German attorney named Oliver Bierhoff.
20 Beginning in September, 2017, emails from attorney Bierhoff would periodically be sent
21 to Tarasiuk and the Debtor. The plaintiff will show that attorney Bierhoff is fictional and
22 all emails from Bierhoff actually originated with the Debtor.
- 23 24. To support the claim that the Debtor owned or had an interest in a house in Germany that
24 would somehow benefit Tarasiuk, the fictional attorney Bierhoff emailed Tarasiuk
25 applications for EU residency. Tarasiuk was instructed to fill out the forms, and return
26 them to Bierhoff with copies of her current apartment lease, driver's license, and other
27 personal documents. Tarasiuk did so.
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COMPLAINT

1 25. To further support the story about the house in Germany, the Debtor claimed that he had
2 found a tenant to live in the house, which would be facilitated by attorney Bierhoff. The
3 Debtor supplied Tarasiuk with a copy of a residential lease that supposedly showed that
4 the house would be rented out. The lease named the Debtor and Tarasiuk as Landlords.
5 26. The Debtor claimed he was sending thousands of dollars– all of his available money– to
6 attorney Bierhoff in Germany, and induced Tarasiuk to continue to support him and
7 supply him with money during that time. In October, 2017, the Debtor gave Tarasiuk a
8 Western Union receipt to show he had just sent over \$13,000.00 to attorney Bierhoff.
9 Tarasiuk later learned that the receipt was falsified, that Western Union does not process
10 sums of that size, and that the tracking number was false.
11 27. German attorney Oliver Bierhoff is a fictional person, and emails supposedly from
12 Bierhoff originated from email accounts in the control of the Debtor. The law firm where
13 he supposedly worked never employed such a person. It is unclear at this time whether
14 the Debtor ever had an interest in a house in Cologne, Germany, or whether this was also
15 a fiction.
16 28. In October, 2017, the Debtor claimed that he had an interest in a business in Germany that
17 had just been sold. The Debtor told Tarasiuk that his share of the proceeds would soon be
18 wired to him. The Debtor identified the co-owner as an Omar Santi, and put Tarasiuk in
19 email contact with Santi, who promised to wire money. On that basis, Tarasiuk was
20 induced to continue to provide financial support and lend money to the Debtor. The
21 plaintiff will show that emails from Santi actually originated from the Debtor.
22 29. In early 2018, the Debtor told Tarasiuk that he had secured a good job at Boeing, which
23 would provide them both with insurance coverage benefits. To cover this falsehood, the
24 Debtor purchased a vision insurance policy in Tarasiuk's name, and presented that
25 coverage to Tarasiuk as evidence that he had a good job with benefits. Later, Tarasiuk
26 was billed for the insurance coverage, and learned that the policy had nothing to do with
27 Boeing employment.
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1 30. In early 2018, the Debtor showed Tarasiuk a pay summary showing he had been paid over
2 \$22,000.00 from an employer in January, 2018. The document was falsified. It was
3 provided to induce Tarasiuk to continue to provide financial support and loans to the
4 Debtor.

5 31. In May, 2018, the Debtor took Tarasiuk's checkbook and wrote checks to his father
6 without her knowledge or permission. The bank honored the checks, and the checking
7 account became overdrawn, resulting in fees and costs to Tarasiuk.

8 32. In June, 2018, the Debtor moved out of Tarasiuk's home, and agreed to repay her
9 \$40,000.00, representing money Tarasiuk spent to support him financially, or gave him,
10 or lent him, or which was taken/used without her permission.

11 33. A Note memorializing the Agreement was signed by the Debtor on May 21, 2018, and is
12 attached hereto as Exhibit A.

13 34. The Debtor made one payment of \$1,000.00 on the Agreement to repay Tarasiuk.
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15 **IV. FIRST CLAIM FOR RELIEF: NONDISCHARGEABILITY UNDER 11 U.S.C.**
16 **§523(a)(2) and §523(a)(4)**

17 35. The above paragraphs 1-34 are incorporated herein by reference.

18 36. 11 U.S.C. §523(a)(2) provides for the nondischargeability of debts for money, property,
19 services, or an extension, renewal, or refinancing of credit, to the extent obtained by false
20 pretenses, a false representation, or actual fraud.

21 37. 11 U.S.C. §523(a)(4) provides for the nondischargeability of debts for fraud or
22 defalcation while acting in a fiduciary capacity, embezzlement, or larceny.

23 **Larceny and Embezzlement**

24 38. At various times while living with Tarasiuk, the Debtor used her credit cards without her
25 permission.

26 39. At various times while living with Tarasiuk, the Debtor wrote checks on her checking
27 account without her permission.
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COMPLAINT

1 40. At various times while living with Tarasiuk, the Debtor took cash belonging to Tarasiuk
2 without her permission.

3 **Inducement to Extend Credit to Debtor Through False pretenses and False representation**

4 A. Medical Procedure

5 41. The Debtor told Tarasiuk that his mother required \$3,050.00 to pay for a medical
6 procedure on her eyes.

7 42. Tarasiuk relied on the truth of that statement, and put the cost of the medical procedure
8 on her credit card.

9 43. In fact, the Debtor's story was false. The Debtor's mother had given him \$3050.00 to pay
10 to the medical providers on her behalf, which he spent. The Debtor then fraudulently
11 induced Tarasiuk to pay for the procedure.

12 B. Legal Fees Paid to Fictional Attorney, Interest in House in Cologne, Germany

13 44. The Debtor told Tarasiuk that she should help him pay a German attorney named Oliver
14 Bierhoff, so that the Debtor could obtain clear title to a house in Germany.

15 45. Bierhoff was a fiction invented for three purposes: 1.to continue the lie that the Debtor
16 was well employed, and was spending his earnings on a useful purpose, 2. to induce
17 Tarasiuk to continue to support the Debtor financially, and finally 3. to induce Tarasiuk to
18 hand over her own money to the Debtor to send to the fictional Bierhoff.

19 46. The debtor fabricated numerous emails from the fictional attorney Bierhoff, purporting to
20 prove that the Debtor was sending his earnings to Bierhoff.

21 47. The emails supposedly from Bierhoff originated from IP addresses under the Debtor's
22 control.

23 48. At his continued 341 hearing, the Debtor testified that attorney Bierhoff is real, and gave
24 the Trustee a letter purportedly from Bierhoff. Plaintiff intends to show that the letter
25 given to the trustee was fabricated by the Debtor.

26 49. Tarasiuk will establish that attorney Bierhoff was fabricated as part of a scheme to
27 defraud Tarasiuk of funds, and to induce Tarasiuk to continue to support the Debtor
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COMPLAINT

1 financially.

2 50. Associated with the fraudulent fabrication of attorney Bierhoff, Tarasiuk intends to
3 establish that the Debtor fabricated evidence that he had an interest in a house in Cologne,
4 Germany. As part of this fraud, the Debtor fabricated a lease agreement under which he
5 claimed to be renting out the fictional house to a fictional tenant. As another part of this
6 fraud, the Debtor told Tarasiuk that he would put her name on the house, which would
7 benefit Tarasiuk in various ways.

8 51. The fabrication of the story about the house in Cologne, Germany, and the false evidence
9 in support of this story, was intentional, and part of a scheme to induce Tarasiuk to
10 continue to support the Debtor financially, and did so induce Tarasiuk.

11 C. Funds to Be Transferred to Tarasiuk from Debtor's Relatives in Baghdad

12 52. The Debtor told Tarasiuk that his relatives in Baghdad, Iraq, would soon sell valuable real
13 estate in Iraq, which would result in repayment of funds spent by Tarasiuk to provide
14 financial support of the Debtor.

15 53. The Debtor also told Tarasiuk that funds would be sent to her from Iraq, following the
16 sale of a smaller parcel of real estate in that country, to reimburse her for her financial
17 support of the Debtor.

18 54. In support of this claim, a series of emails were sent to Tarasiuk which claimed to be
19 from the Bank of Baghdad. The emails assured Tarasiuk that a wire transfer in the
20 amount of \$25,000.00 would be forthcoming any day.

21 55. Tarasiuk will establish that the emails from the Bank of Baghdad were fabricated by the
22 Debtor, and came from IP addresses under the control of the Debtor.

23 56. By fabricating the story about the imminent transfer of money from his family, and false
24 evidence in support of the story, the Debtor intended to induce Tarasiuk to continue to
25 support him financially, and did so induce Tarasiuk.

26 57. Tarasiuk will show that the promised \$25,000.00 was entirely fabricated by the Debtor
27 for the purpose of deceiving Tarasiuk so that she would continue to support the Debtor
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COMPLAINT

1 financially.

2 D. Well Paying Job Offers, Proof of Earnings

3 58. While the Debtor and Tarasiuk were living together, the Debtor was unemployed for a
4 substantial part of the time. To convince Tarasiuk that he was or would be well
5 employed, the Debtor fabricated numerous documents with the intent to deceive Tarasiuk.

6 59. The Debtor fabricated emails purporting to show job offers being made to the Debtor, in
7 order to convince Tarasiuk that the Debtor would soon be earning a good living. This
8 was intended to induce Tarasiuk to continue to provide financial support to the Debtor,
9 and did induce Tarasiuk to do so.

10 60. The Debtor fabricated pay summaries purporting to show that he earned large amounts of
11 money. One such pay summary emailed to Tarasiuk by the Debtor showed income of
12 over \$22,000.00 in one pay period, and another showed earnings of approximately
13 \$12,000.00.

14 61. In fact, the false pay summaries were intended to deceive Tarasiuk into thinking that the
15 Debtor would eventually contribute financially to their shared household, and to induce
16 her to continue to provide financial support to the Debtor. The fraudulent documents did
17 induce Tarasiuk to do so.

18 WHEREFORE, Plaintiff Anna Tarasiuk respectfully prays for the following relief:

19 A. That the Court determine that the full amount of debt set forth in the Agreement attached
20 hereto should be deemed a nondischargeable obligation owed by Debtor- Defendant to
21 Plaintiff under 11 U.S.C. §523(a)(2), (4), and (6); and

22 B. That the Court enter judgment providing for Plaintiff to recover the above-pled sums,
23 along with reasonable attorney's fees as provided in the Note (Ex. A),

24 C. That Plaintiff have such other relief as is lawful and appropriate.

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COMPLAINT

1 DATED this 6th day of January, 2019.

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3 /s/ Latife Neu
4 Latife Neu
5 WSBA 33144
6 Attorney for Plaintiff Anna Tarasiuk
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COMPLAINT

EXHIBIT A

Promissory Note

I, Majid Muhallub Abdulhameed, residing at 742 141st LN Se, Bellevue WA, 98007, hereby promise to pay back Ganna L Tarasiuk (*residing 742 141st LN Se, Bellevue WA, 98007*) at a full amount of borrowed credit cards. As following:

- Chase Freedom - \$16k
- BECU Credit Card- \$8k
- US bank – credit card - \$4k (which was used for my mother's eye surgery)
- Alaska FCU Auto loan - \$10k
- Steven Wu \$2500, borrowed by Ganna for house deposit.

This money Ganna spent on me during our relationship and engagement, as I was struggling with work and was not able to support myself.



Per our verbal and now written agreement, I am obligated to pay her no less than \$1500 every month until all balances are brought to zero. Payment day must be 10th of every month. Target payment is \$3000 per month, meaning I must do my best to pay this off as soon as possible.

If I fail to keep up with my promissory and obligation, Ganna has a right to legally demand these amounts in court and legal fees will be reimbursed by debtor (Majid Abdulhameed).

As the borrower, I am aware of the right to be informed that the note can be transferred by the lender to another party. The original terms and agreement will remain effective, but the debt will be payable to a different party, which will be agreed upon at the time of transfer.

We have witnesses to verbal agreement and this promissory note. They are:

My father Muhallab Majeed and Ganna's cousin Serhii Shnyt. Both residing in the same house with us at the time of this notice being produced.

Majid Abdulhameed	Date 05/21/2018	Signature 
Ganna Tarasiuk	Date 05/21/2018	Signature 
Serhii Shnyt (witness)	Date 05/21/2018	Signature 